

AGREEMENT

between

Avalon Police Department  
BOROUGH OF AVALON,

CAPE MAY COUNTY, NEW JERSEY

and

LOCAL NO. 59

OF THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION

(AVALON POLICE DEPARTMENT)

X January 1, 1984 through December 31, 1985

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PREAMBLE

THIS AGREEMENT is made and entered into this 17<sup>d</sup> day of January, 19 84, between the Borough of Avalon in the County of Cape May, hereinafter referred to as the Borough or employer, and Local #59, Policemen's Benevolent Association, hereinafter referred to as the P.B.A.

WITNESSETH:

WHEREAS, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and the P.B.A. to the end that continuous and efficient service will be rendered to and by both parties for the benefit of both:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Association as the sole and exclusive bargaining representative for all Police Officers of the Borough of Avalon, including the ranks of Patrolman and Sergeant. This agreement recognizes that the ranks of Lieutenant, Captain and Chief are not included in the bargaining unit. The Borough is authorized to petition the appropriate State agency for removal of the ranks of Lieutenant and Captain from the unit.

B. Individuals filling the ranks of Lieutenant and Captain during the calendar year 1984 and 1985 shall be offered a contract by the Borough with wages and benefits at least equal to those negotiated in this contract.

C. The titles "Police Officer, Patrolman and Sergeant" shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

ARTICLE III-A

MAINTENANCE AND MODIFICATION OF WORK RULES

A. All conditions of employment relating to wages, hours of work, and general working conditions contained presently in the written rules and regulations of the Division of Public Safety, the Ordinances or Resolutions of the Borough pertaining to Police employees, and the written orders or directives of the office of the Chief of Police, which are of universal application within the Division of Public Safety and currently in effect as of the date of this Agreement, shall be maintained for the life of this Agreement.

B. Proposed new rules or modification of existing rules governing working conditions, written or unwritten, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

ARTICLE III-B

MANPOWER

A. The number of Patrolmen and Sergeants on the patrol force shall be maintained at a strength not less than the present for the duration of this Agreement.

B. Squads are to be kept at a minimum of three (3) men with the exception of vacation, sickness and schooling. The Borough maintains the right to shift men back or forward for one-half of the previous or following working shift. Such rotation shall be done only on holidays and holiday weekends, and 48-hour notice shall be given to the affected individuals. Individuals shall be assigned to this shift change on a rotating basis.

C. The Borough maintains the right to direct one man per car patrols from the hours of 0800 to 2000 hours. From 2001 to 0800 hours, two men per car will be maintained.



ARTICLE IV

LEGAL REFERENCE

A. *The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws, except that any necessary amendments to existing ordinances to effect any changes agreed to in this Agreement, shall be duly enacted by the Borough Council of the Borough of Avalon.*

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The employer agrees to grant time off to any employee designated by the P.B.A. to attend local, state and international meetings or conventions, for the duration of the event and reasonable travel time, provided seventy-two (72) hours written notice is given to the employer by the P.B.A. No more than one employee shall be granted off at any one time. In the event a member of this bargaining unit is the official State Delegate for the P.B.A. Local #59, he shall be granted time off in accordance with this Section in addition to the one employee referred to herein. The above provisions shall not apply if both individuals are in the same squad; in that event, the Association and the Chief of Police may work out an acceptable accommodation.

B. Authorized representatives of the Association, not to exceed two (2), shall be permitted to visit Police Headquarters for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter Headquarters, it shall request such permission at least forty-eight (48) hours in advance, and such permission will not be unreasonably withheld, provided further that there shall be no interference with the normal operations of the business of Borough Government, or the normal duties of employees. Before entering the aforesaid premises, the authorized representative shall notify the Chief of Police, or in his absence, his authorized representative.

C. During negotiations, authorized Association representatives, not to exceed four (4), may be excused from their normal work duties to participate in collective negotiations sessions that are mutually scheduled to take place during their regularly scheduled work time and shall suffer no loss of regular pay thereby.

ARTICLE VI

CIVIL RIGHTS

A. *Employees shall retain all Civil Rights under New Jersey State Law and Federal Law.*

ARTICLE VII

RETIREMENT

A. *Employees shall retain all pension rights under the New Jersey State Statute.*

ARTICLE VIII

EXTRA CONTRACT AGREEMENT

A. The Borough agrees not to enter into any other agreement or contract with its employees who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE IX

LEAVES OF ABSENCE

A. A leave of absence without pay may be granted for good cause, to any employee for a period of up to six (6) months under the conditions set forth below. The leave may be extended for an additional period of time, not to exceed an additional six (6) months.

B. The request for an unpaid leave in accordance with this Article, shall be submitted in writing at least thirty (30) days prior to the date upon which leave is requested to commence. Such request shall be directed to the Chief of Police and shall state the reasons for the leave. A request for leave shall not be unreasonably denied provided that a request for leave to take another position shall not be construed as good cause.

ARTICLE X

DUES CHECK-OFF

A. The Borough agrees to deduct P.B.A. dues upon receipt of a written notice from the employee. Dues shall be deducted quarterly from the last pay period of each quarter and remitted to the Financial Secretary of the Association.

B. The P.B.A. shall indemnify, defend, and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon the said written notice from the employee.

C. The Association reserves the right to collect 85% of the annual Association dues from full-time, non-Association members of the department who benefit from provisions of this Agreement.

ARTICLE XI

WORK WEEK AND OVERTIME

A. The present work hours shall be continued in effect for the life of this Agreement.

B. Overtime:

Any authorized work assignment which requires the presence of a police officer in excess of his regularly scheduled tour of duty, shall be considered overtime.

Overtime shall be compensated for at the premium rate of time and one-half in accordance with the following schedules:

1. 0 to 30 minutes, one half-hour overtime shall be paid.

30 to 60 minutes, one hour overtime shall be paid.

A police officer may request compensatory time off in lieu of cash payment for overtime at the premium rate.

C. If an employee is called to duty on his regular day off, he shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours at the premium rate specified in Paragraph "B" above. The Borough reserves the right to retain the employee on duty for the minimum time period.

D. If an employee is recalled to duty, he shall receive a minimum guarantee of two (2) hours compensation at the premium rate, provided said recall duty is not contiguous with the employee's normal shift. The employer shall have the right to retain the employee on duty for the minimum time period.

E. If an employee is placed on "stand-by" duty, he shall be compensated for such "stand-by" duty at compensatory time off at the straight time rate of pay.

F. An employee may request compensatory time off in lieu of cash payment for time worked in accordance with Paragraphs "C", "D" and "G".



Article XI (Continued)

G. If an employee is recalled to duty not contiguous with his shift on a Holiday, Compensatory Time, Vacation Time or regularly-scheduled long weekend, he shall be compensated at double time with pay or double time with compensatory time for all hours called back. The first two hours of contiguous overtime shall not be considered recall. Anything over two (2) hours will be considered recall.

ARTICLE XII

VACATIONS

A. All present employees, who are regular police officers, shall be entitled to annual vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Work Days</u>
0 through 1 (if hired before April 2)	7
1 through 10	14
10 through 20	21
20 and over	28

B. New employees shall be entitled to annual vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Number of Work Days</u>
0 through 1 (if hired before April 2)	7
1 through 15	14
16 through 24	21
25 and over	28

C. Vacation periods shall be from Monday following Labor Day to the Friday preceding Memorial Day; and Monday through Friday only during the first two weeks of June following Memorial Day, if work pressure permits. In his discretion, the Chief may extend the vacation period to include the Tuesday through Friday following Labor Day, if work pressure permits.

D. A vacation schedule shall be promulgated by the Chief of Police which shall permit every employee to receive their vacation period. Selection of vacations under this schedule shall be made first in accordance with rank; and if more than one employee of the same rank is employed on the same squad, then in accordance with seniority. Vacation selection shall be initially made only to a maximum of two (2) work weeks in order to fairly distribute choice vacation time. After all individuals have made their first two (2) week selections, then

ARTICLE XII (Continued)

the remaining time will be taken according to seniority.

E. Vacation must be taken in the year in which it is earned in accordance with the employee's pick, unless the needs of the department are such as to deny the employee his full vacation during the period earned.

F. Selected vacation may be changed at the employee's discretion with forty-eight (48) hours advance notice to the Chief of Police.

G. The granting of time off for working a forty-two (42) hour work week may be taken within each twenty-eight (28) day cycle that the time is accrued in addition to the Holiday that is currently allowed.

ARTICLE XIII

HOLIDAYS

A. Holidays shall be compensated for by granting compensatory time off on a straight time basis except for the holidays asterisked. These holidays will be compensated at an additional four (4) hours compensatory time if they were actually worked by the employee.

B. The following holidays shall be recognized:

- |  |  |
|--|--|
| 1. New Year's Day *                                    | 9. Veteran's Day   |
| 2. Lincoln's Birthday                                  | 10. General Election Day   |
| 3. Washington's Birthday<br>(Third Monday in February) | 11. Thanksgiving Day *   |
| 4. Good Friday   | 12. Day after Thanksgiving Day   |
| 5. Memorial Day *                                      | 13. Christmas Day *  |
| 6. Independence Day *                                  | 14. Municipal Election Day   |
| 7. Labor Day *   | 15. Martin Luther King Day   |
| 8. Columbus Day  | 16. One (1) Personal Day in 1984<br>(this personal day granted in lieu of<br>up to eight (8) hours total meetings<br>with minimum of two (2) hours each<br>meeting and uniform fitting included) |
|  | 17. One (1) additional Personal Day in 1985  |

C. Compensatory time may be taken in increments of either the first two (2) or four (4) hours of the shift or the last two (2) or four (4) hours of the shift only.

ARTICLE XIV

SICK LEAVE

A. If an employee is incapacitated and unable to work because of an injury incurred while on duty, he shall be entitled to injury leave with full pay and full employment entitlements during the period in which he is unable to perform his duties. The Borough reserves the right to have an injured employee evaluated by a doctor of its choosing to determine the employee's extent of injury and ability to work. The employee may seek the opinion of a physician of his own choosing to render such an evaluation with any conflict between the two physicians decided by a third physician jointly chosen.

B. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

C. Sick leave shall accrue to any full-time employee on the basis of twelve (12) working days per year for each calendar year of employment. An unlimited amount of sick leave may be accumulated. On retirement, accumulated sick leave shall be paid for on the basis of one-half ( $\frac{1}{2}$ ) day for each day accumulated to a maximum of \$10,000.00; and then one-quarter ( $\frac{1}{4}$ ) day for each day accumulated thereafter.

D. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Borough may also require proof of illness when patterns of use or other evidence make abuse of sick leave likely, notwithstanding the above four (4) day limitation. The Borough reserves the right to have an employee so utilizing sick leave evaluated by a doctor of its choosing to determine

ARTICLE XIV (Continued)

the extent of incapacity. The employee may seek the opinion of a physician of his choosing with any conflict between the two physicians decided by a third physician jointly chosen. Abuse of sick leave shall be cause of disciplinary action.

E. If an employee is absent for reasons that entitle him to sick leave, the Police Desk shall be notified prior to the employee's starting time of the intended use of such sick leave on each day of use.

ARTICLE XV

INSURANCE, HEALTH AND WELFARE

A. The Borough shall provide Blue Cross/Blue Shield coverage (14/20 Plan) with Major Medical, Rider J, and Maternity Benefits. Blue Cross/Blue Shield shall be paid by the Borough in the event of a job-related injury.

B. The Borough shall provide the employee with false arrest insurance of One Hundred Thousand Dollars (\$100,000.00) and Three Hundred Thousand Dollars (\$300,000.00) per incident.

C. The Borough shall provide liability insurance coverage for employees acting in the course of their employment, including the operation of their private vehicles in the course of such employment.

D. The Borough shall supply to all employees, necessary legal advice and counsel, in defense of charges filed against them in performance of their duties, in accordance with applicable New Jersey Statutes. In the event an employee utilizes counsel other than that supplied by the Borough, any fees and costs should be first agreed upon by the attorney and the Borough.

E. The Borough shall provide Blue Cross/Blue Shield and Major Medical coverage after retirement until age 65 or until such time as the retiree is eligible for Medicare. The Borough will continue Blue Cross/Blue Shield and Major Medical after age 65 with retiree paying premium.

F. The Borough shall provide term life insurance to each active employee and retired employee in the amount of Ten Thousand Dollars (\$10,000.00).

G. The Borough shall provide each active employee a Prescription Drug Insurance Plan at no cost to the employee commencing on January 1, 1984.

ARTICLE XV (Continued)

H. The Borough shall provide each active employee a New Jersey Dental Care Program, plus Orthodontics Option to \$500.00, for employee and his family.

I. The Borough shall have the right to change insurance carriers so long as the change does not result in any change of benefits.

J. Employees with receipts for prescriptions and meal money while attending police school will be reimbursed from Petty Cash upon receipt turn in.



ARTICLE XVI

OPTION TO RETURN TIME FOR SALARY

A. Any employee of this Department shall have the option, upon proper notice to the Chief of Police prior to October first, of receiving salary in lieu of vacation or compensatory time. This shall apply for a maximum of seven (7) working days in 1984 and ten (10) working days in 1985. Payment is to be made in the first pay in December of the current year.

ARTICLE XVII

CLOTHING ALLOWANCE

A. The Borough shall continue to furnish uniforms as heretofore.

B. Non-uniformed members of the Department shall receive \$425.00 annually as a clothing allowance. These monies shall be made available to the men upon a receipt turn-in basis.

C. Uniforms damaged in the line of duty shall be immediately reported to the Duty Sergeant; and upon confirming investigation by the Borough, shall be replaced with items of equal value.

D. Summer Detectives, non-uniformed, and not already receiving a clothing allowance, shall receive \$100.00 annually as a clothing allowance. This money shall be made available to said individual upon a receipt turn-in basis.

ARTICLE XVIII

TERMINAL LEAVE

A. Employees who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which is owed to the retiring employee. Terminal leave shall be computed retroactive to January 1, 1973. An employee must be employed a minimum of ten (10) years before becoming eligible to receive terminal leave payments as set forth above.

B. Employees who retire, upon six (6) months prior written notice to the Borough, shall receive payment for terminal leave, accrued vacation and compensatory time in a lump sum.

ARTICLE XIX

FUNERAL LEAVE

A. In the event of death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day of the funeral, but in no event to exceed five (5) days.

B. Immediate family for purposes of paragraph "A" shall be defined as follows:

Wife, child, step-child, parents, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law, brother-in-law, aunt, uncle and legal guardian.

C. In the event of a serious illness, including childbirth, in the employee's immediate family which requires the attendance of that employee at home during work time, the employee shall be permitted up to three (3) days per annum leave with no loss of pay. In the event of a Baptism, First Communion, Confirmation, Graduation or Marriage which required the attendance of the employee during work time for a child or member of the immediate family, one (1) day shall be granted. In the event an employee has an active part in such ceremony, the employee may take the day off and have it charged to compensatory time.

D. In the event the employee requires additional time off for personal reasons, such time off may be granted upon request to the Chief of Police.

E. In the event of a death of a niece or nephew of an employee, said employee will be permitted to attend the funeral. The time off granted for the funeral of a niece or nephew will be charged to time accumulated by the employee and not charged to funeral leave time off. This time off is not to exceed five (5) days.

ARTICLE XX

MILITARY LEAVE

A. Any employee called into the Armed Forces of the United States during national emergency or drafted shall be given all the protection of applicable laws and leave of absence shall be granted.

ARTICLE XXI

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising over the interpretation of adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Borough.

C. Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

a. Step One:

(1) An employee shall institute action under the provisions hereof within fifteen (15) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

ARTICLE XXI (Continued)

(2) The supervisor shall render a decision within five (5) working days after receipt of the grievance.

b. Step Two:

(1) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed on forms supplied by the Borough, file his complaint with the Chief of Police or his representative within five (5) working days following the determination by the Supervisor.

(2) The Chief of Police, or his representative, shall render a written decision on the grievance form within five (5) working days from the receipt of the complaint.

c. Step Three:

(1) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Chief of Police the matter may be submitted to the Mayor and Business Administrator.

(2) The Mayor and Business Administrator shall review the matter and make a determination within ten (10) working days from the receipt of the complaint.

d. Step Four:

(1) In the event the grievance has not been resolved at Step Three, then within five (5) working days following the determination of the Mayor and Business Administrator, the matter may be submitted to the Borough Council.

(2) The Borough Council shall provide the grievant the opportunity for a full and impartial hearing of the dispute with both sides (Association and management) offering argument and testimony where necessary. Said hearing is to be held within five (5) working days after receipt by the Borough Clerk and a

ARTICLE XXI (Continued)

written decision rendered by Council within ten (10) working days from the date of the hearing.

e. Step Five - Arbitration:

(1) Either party may refer the matter to the American Arbitration Association within thirty (30) calendar days after the determination of the Borough Council. An arbitrator shall be selected under the rules of the American Arbitration Association.

D. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

E. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any additional costs shall be paid by the party incurring same.

F. Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present at any scheduled hearing and further provided that no settlement with any such individual employee shall violate this Agreement.

G. The P.B.A. representative shall be released from duty to participate in official steps of the grievance procedure and shall suffer no loss or regular pay thereby.



ARTICLE XXII

QUALIFICATIONS FOR EMPLOYMENT AND ADVANCEMENT

A. All standards presently in effect for entrance to the position of Patrolman shall be maintained and not less than the present standards.

B. Advancement will be according to rank in ascending order. Patrolmen are required to have three years of permanent employment with this department to qualify for advancement to Sergeant.

C. Other advancement will be from Sergeant to Lieutenant, from Lieutenant to Captain as set forth in the Avalon Police Manual.

ARTICLE XXIII

COMMENDATION AND HONORABLE MENTION

A. At the discretion of the Chief of Police, compensatory time for the following rewards shall be granted:

1. For Honorable Mention - one (1) day.
2. For Commendation - two (2) days.

ARTICLE XXIV

PERMISSION TO LEAVE THE BOROUGH

A. The employees may leave the Borough during time off without receiving permission unless instructed otherwise at any specific emergency situation.

ARTICLE XXV

PATROL CARS

A. The Borough agrees to provide air conditioned cars with AM radios and rear window defrosters. When police package makes it available, a FM radio will be included.

ARTICLE XXVI

DEFECTIVE VEHICLES

A. Responsibility for defective vehicles shall remain with all Squad Sergeants, who shall daily check said vehicles in accordance with the Chief's Order of February 4, 1977.

B. It shall be the obligation of the Police Officers assigned to a vehicle to change flat tires in the event there are no service station facilities available and the Municipal Garage is not available to perform the service.

ARTICLE XXVII

WAGES AND SALARIES

A. Salaries for Patrolmen shall be as follows:

Entry level for first year patrolman starting at \$15,777.00 -  
then \$16,565.00  
17,394.00  
18,263.00  
19,177.00  
20,136.00  
21,142.00  
22,200.00  
23,421.00  
24,709.00

Due to the fact that Officers Gonnam and Catania do not fit into the above scale, their scales are listed below:

Officer Gonnam

\$18,711.00  
19,740.00 1/84  
20,825.00 11/84  
21,900.00 11/85  
22,850.00 11/86  
23,750.00 11/87  
24,709.00 11/88

Officer Catania

\$17,325.00  
18,277.00 1/84  
19,283.00 10/84  
20,200.00 10/85  
21,200.00 10/86  
22,200.00 10/87

B. Salaries for sergeants shall be as follows:

Calendar year 1984: \$ 25,234.00  
Calendar year 1985: 26,622.00

C. Exclusive of salary, Detectives shall receive an annual stipend of \$300.00 for said assignment.

ARTICLE XXVIII

LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of the employees' base pay for every four (4) years of service to a maximum of twelve percent (12%). Longevity pay shall be computed from the original date of full time employment.

ARTICLE XXIX

PROBATIONARY PERIOD

A. Probationary employees shall be governed by Ordinance 4-12 of the Revised General Ordinances of the Borough of Avalon.

B. When an employee advances in rank, the employee will serve a probationary period of one (1) year in that rank before being made permanent. If an employee is reduced in rank or terminated within the first six (6) months of the probationary period, he shall have no recourse to the Grievance Procedure.



ARTICLE XXX

SAVINGS BONDS

A. Upon proper written authorization, the Borough shall deduct appropriate amounts so specified by the employee from his pay check to be used in purchasing savings bonds for said employee.

ARTICLE XXXI

COURT TIME

A. Should it become necessary for an employee to appear in court on official Borough business during other than regular work hours, he shall be paid as follows:

1. For a County, Superior Court, or Agency Hearing, he shall receive time and one-half pay for each hour in court, or compensatory time, with a two hour minimum guarantee.

2. For Municipal Court, he shall receive a minimum of two hours at time and one-half pay or compensatory time.

B. The Borough may require a police officer to issue traffic summonses returnable on a day on which that police officer will be on duty.

ARTICLE XXXII

MUTUAL COOPERATION PLEDGE

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support not will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walkout or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of any strike, slow-down, walk-out, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow-down, walk-out, or other illegal job action against the Borough.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

E. No employee shall be reprimanded in such a manner in which shall cause him public embarrassment.

F. All reprimands shall be delivered through the chain of command.

G. No employee shall be disciplined without just cause.

ARTICLE XXXIII

COLLEGE INCENTIVE PROGRAM

A. Police officers hired before January 1, 1984 shall receive \$15.00 per credit added to their annual salary for credits successfully completed at an accredited institution of higher learning in Law Enforcement or in courses leading to a degree in Law Enforcement or Police Science, up to a maximum of sixty-three (63) credits. Employees who have an Associates Degree in Law Enforcement or Police Science shall receive \$1,000.00 and for a Bachelor's Degree in Law Enforcement or Police Science shall receive \$1,500.00.

B. The Borough shall compute said credits annually during the month of December and make said payment in a lump sum with the first regular pay in December of the current year.

C. Police officers hired after January 1, 1984, the Borough will pay tuition for all full time police officers taking courses toward a degree in law enforcement. Upon attaining an Associates Degree, he will receive a bonus of \$1,000.00; upon attaining a Bachelor's Degree, he will receive a bonus of \$1,500.00. These bonuses are to be paid the year the above mentioned degree is earned only.

D. New employees hired after January 1, 1984 who have an Associates Degree or Bachelor's Degree will receive a bonus that year only of \$1,000.00 for an Associates Degree and \$1,500.00 for a Bachelor's Degree.

ARTICLE XXXIV

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations during the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXXV

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect. In the event any provision providing a direct economic benefit is declared invalid, the parties agree to negotiate a provision in replacement thereof.

ARTICLE XXXVI

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 1984 and shall remain in effect to and including December 31, 1985, without any re-opening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing ninety (90) days prior to the expiration date of this Agreement of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Avalon, New Jersey on this 17<sup>th</sup> day of January Nineteen Hundred and Eighty-four.

BOROUGH OF AVALON

LOCAL #59 OF THE NEW JERSEY STATE

CAPE MAY COUNTY, NEW JERSEY

POLICEMEN'S BENEVOLENT ASSOCIATION

Richard H. Sloan  
- Mayor -

Charles S. D'Amico

Stephen Siper

J. Haskell

[Signature]

Attest:  
Dorothy R. Brennan

Attest:  
Dorothy R. Brennan  
- Borough Clerk -